



GENERAL TERMS AND CONDITIONS OF SALE

The current terms and conditions of sale shall constitute the whole agreement between the seller and buyer, irrespective of any conflicting terms indicated on any purchase orders or other documents issued by the buyer.

The current general terms and conditions shall apply only between companies in business transactions leading to the delivery of goods or provision of services within the framework of professional or economic activities on an independent basis.

Any versions in French and Dutch hereof are available on the seller's website. The buyer shall be provided with a copy of the current terms and conditions in a language he understands, at the latest at the moment the agreement is signed. The buyer hereby acknowledges that he has received and accepted such a copy.

1. ORDER CONFIRMATION

- 1.1. Only an order confirmation signed by the seller shall be binding on the same. The execution of said order shall be in accordance with the current general terms and conditions of sale, precluding any of the buyer's own terms and conditions, even if the same are subsequently provided to the seller. The lack of any response from the seller in the event of any violation of or deviation from these terms and conditions shall not be considered as a modification thereof, irrespective of the duration or frequency of said violation or deviation.
- 1.2. Any orders placed shall only be binding on the seller after a written order confirmation from the same. Only documents signed by the seller himself shall be valid as discharge.

2. DELIVERY

- 2.1. Delivery terms are indicative only and not binding, even when included in any written agreement. Delays shall never give rise to any fine, compensation or termination of the agreement.
- 2.2. Delivery terms are calculated in working days and do not take into account any unexpected hold-ups due to force majeure, including total or partial strikes, lockouts, epidemics, roadblocks, lack of transport, fire, floods, machinery breakdowns, etc., or more generally any circumstance outside of the seller's control that lead to stoppages in the operations of the seller's or his suppliers' production facilities or warehouses or slow-downs in the delivery of materials.
- 2.3. The goods shall be delivered as indicated on the order confirmation, purchase order or front of the invoice. Notwithstanding the reservation of ownership, the goods shall always be sold, transported and delivered at the expense and risk of the buyer, who must insure himself against any and all possible damage. Delivery shall occur in a place that is easy to reach for vehicles.

3. PRICES

The prices shall be those indicated on the order confirmation or purchase order, unless the seller is obliged to adjust the same to his fixed and/or variable costs, due to changes in their structure (materials, wages, energy, etc.). However, any such changes shall be in accordance with the applicable legal rules and regulations. In said case, any new price shall apply as indicated on the front of the invoice. Unless explicitly indicated otherwise, all prices are excluding taxes, VAT, delivery, transportation and insurance charges which shall be at the buyer's expense.

4. INSPECTION

- 4.1. The buyer shall accept and inspect the goods upon receipt. Any complaints concerning the quality of the delivered goods or erroneous delivery shall only be accepted if submitted to the seller by registered letter sent within 48 hours after delivery. Should the aforementioned not be complied with, the buyer shall be deemed to have accepted the goods unconditionally, though under reservation of any hidden defects.

Any complaints concerning quantities can only be accepted if indicated on the delivery slips upon unloading. If the goods are collected from the seller, the transport provider shall check their quantities before leaving the warehouse premises. All goods are sold with the usual deviations as to their colour, volume, thickness, length, etc. and are of standard industry quality. No goods shall be taken back, unless a prior arrangement to the contrary has been reached with the seller.

- 4.2. Hidden defects shall only entitle the buyer to any compensation if they are speedily detected and if the seller is immediately informed thereof by registered letter at the latest 48 hours after their discovery.
- 4.3. The seller's liability shall at all times remain limited to replacing any goods that do not comply with quality standards or to their repair if the costs involved would be lower than replacing said goods. The seller shall not give any refunds, nor shall the buyer be entitled to invoice any costs or compensation to the seller, irrespective of their cause. Processing of the goods shall in any case be considered as acceptance of the same, even if complaints were made prior to said processing. Any compensation shall not exceed the price of the goods in any event.

5. INSPECTION

- 5.1. All goods delivered shall remain integrally and exclusively owned by the seller until their principal sum as well as any costs and interests related thereto have been paid, even if said goods have already been delivered to the client. However, the latter shall incur any risks related to the goods upon delivery.
- 5.2. The buyer hereby undertakes to keep the goods in his possession until full payment in kind and shall refrain from making them into immovable property through their intended use or incorporation or mixing the same with other immovable property.
- 5.3. In the event of late payment, the buyer hereby irrevocably authorises the seller to take back the goods without any court intervention or notice of default and without prejudice to the seller's right to complete compensation. In said event, the buyer shall cooperate in the removal of the goods, with a mutually agreed penalty of € 50.00 per day's non-compliance.

5.4. Without prejudice to article 5.3. heretofore and upon his own discretion, the seller shall reserve the right to expedite the performance of the agreement in kind or to establish the termination of the same at the buyer's expense.

In the latter event, any damages incurred by the seller shall be determined at least according to the advances already paid by the buyer, which the seller shall be entitled to keep in their entirety, without prejudice, however, to his right to compensation for any and all damages incurred.

6. PAYMENT

6.1. All invoices shall be payable in cash in Rotselaar, unless indicated otherwise on the invoice. The addressee indicated on the invoice shall be responsible for payment in all events. Deductions for payment in cash can only be made if expressly agreed beforehand and shall in no event apply as long as there are any invoices outstanding. Any payments shall be booked on the oldest outstanding balance first.

6.2. Any and all amounts remaining unpaid on their due date shall give rise to 1 % interest per month begun calculated on the invoice amount and damages of 10 % thereof, though with a minimum of € 40.00. Non-payment on the due date of one single invoice shall immediately, automatically and legally render the balances of all other invoices due and payable, even those not formally due for payment as yet. Any late payment interests shall be calculated for each month begun. Any damages shall be due automatically, legally and without notice of default. The issuance and/or acceptance of bills or other tradeable documents shall not constitute any debt rollover or deviation from the current terms and conditions of sale.

6.3. Without prejudice to the provisions contained in article 4.1. above, invoices must be objected to within 8 days after invoice date.

7. GUARANTEE

If the seller's confidence in the buyer's creditworthiness is affected by any measures of judicial execution against the same and/or any other demonstrable occurrences that put the proper performance of the commitments entered into by the buyer into question and/or make the same impossible, the seller shall reserve the right to suspend the entire order or any part thereof and to request a suitable guarantee from the buyer. Should the buyer refuse to provide such a guarantee, the seller shall reserve the right to consider the entire order placed by the buyer or any part thereof as cancelled by the same, even if the goods have already been shipped, wholly or in part, in which case the buyer shall lend his fullest cooperation in order for said goods to be returned to the seller in good condition at his own expense. In said event, the seller shall be entitled to complete compensation equal to at least the equivalent of any and all advances already paid by the buyer.

8. DISPUTES

All agreements shall be governed by Belgian law, precluding the Vienna Convention. The parties hereby expressly agree that the seller's registered office shall be considered as the place of execution for all agreements. Solely the courts of the judicial area of Leuven shall be competent to settle any disputes. Any and all costs related to the recovery of outstanding amounts, whether or not through court proceedings, including any legal fees, shall be owed by the buyer.